

PROJECT SPECIFICATIONS
for
Environmental Hauling Services



Garry Brumback, Town Manager

October, 2016

By
Town of Southington
Engineering Department

196 North Main Street
Southington, CT 06489
(860) 276-6231

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Environmental Hauling Services
SOUTHINGTON, CONNECTICUT
LEGAL NOTICE
INVITATION TO BID

Sealed bids for Environmental Hauling Services will be received at the Southington Town Hall, Office of the Town Manager, 75 Main Street, until Friday, December 2, 2016 at 2:00 p.m. after which time they will be publicly opened and read aloud.

The work shall consist of the removal, transportation and disposal of grease and grit from the Water Pollution Control Facility (WPCF) located at 999 Meriden-Waterbury Turnpike in Plantsville and pump station tanks and wells located throughout Southington. The term of this contract shall be one (1) year, renewable up to 5 years by mutual agreement.

The work described above includes furnishing all materials and equipment required for the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents.

The Town of Southington hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for this award.

Contract documents for the above project may be *reviewed* at the Southington Engineering Office located at the John Weichsel Municipal Center, 196 North Main Street Southington. Copies of the contract documents may be obtained on the Town of Southington's website, www.southington.org as well as on the State of Connecticut DAS Portal.

All bidders are required to inform themselves fully of the conditions relating to the performance of the work. The Contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor.

The Town of Southington reserves the right to reject any and all bids.

TOWN OF SOUTHTON, CONNECTICUT
Keith Hayden, P.E.
Director of Public Works

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of Southington. "Town Engineer" refers to the Town Engineer or his representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled "Environmental Hauling Services". Sets may be obtained at the Town of Southington's website at www.southington.org as well as the State Portal. Any addenda will be available on the State of Connecticut Portal and Town website.
3. Bids shall be received at the office of the Southington Town Manager at the Southington Town Hall, 75 Main Street, Southington, Connecticut, until Friday, December 2, 2016 at 2:00 p.m. and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.
4. Each bidder's proposal shall include, completed in full, ***the Bid Proposal Form, the bidder's Project References, the Equipment List, the Non Collusion Affidavit and the New Vendor Disclosure Statement***, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words **"Environmental Hauling Services, the Bidder's Name, and the Date and Time of the Bid Opening,"** in order to guard against premature opening of the bid.
5. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
6. Bids received later than the time and date specified shall not be considered. Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.
7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
8. Unbalanced bids shall not be considered in awarding contract.
9. The successful bidder will be determined from the lowest, qualified, reasonable, and responsible base bid amount. The Town of Southington shall determine what constitutes qualified, reasonable, and responsible.
10. The Town of Southington reserves the right to reject any or all bids, and to waive informalities or technical defects.
11. Goods and services provided to the Town of Southington are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.
12. The term of this contract shall be one (1) year, renewable up to 5 years by mutual agreement, subject to COLA not to exceed 3% annually.

13. The bidder agrees that this bid shall remain open for acceptance for sixty (60) days after the opening and no bidder may withdraw his bid within said time period.
14. The successful bidder must furnish a New Vendor Form and W-9 form.
15. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract in the amounts specified in the Special Provisions. He shall designate the Town as an additional named insured in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
16. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
17. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.
18. The successful bidder must be prepared to execute the contract within fourteen (14) calendar days after receipt of notice of the award of the contract.
19. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
20. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to bid.
21. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project.

END OF INSTRUCTIONS AND GENERAL CONDITIONS

EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.

PROJECT REFERENCES

(Please attach additional sheets if necessary.)

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.

A separate affidavit must be submitted by each principal of a Joint Venture.

TOWN OF SOUTHTON Environmental Hauling Services

I, _____, acting in behalf of
(Name of Person Signing Affidavit)

_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly entered into
(Name of Bidder i.e. Person or Organization)

any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

Signature and Title of Official
Subscribed and sworn to before me, this _____ day of _____, _____

Notary Public/Commissioner of the Superior Court

My Commission Expires _____.

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers

that require the seal; that _____, who signed said
(Name)

instrument on behalf of the Organization was then (the) (a) _____
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain such insurance as follows:

Workers' Compensation

- | | |
|--------------------------|---|
| 1. Workers' Compensation | as required by the laws of the State of Connecticut |
| 2. Employer's Liability | \$1,000,000 |

Contractor's Liability

- | | |
|--|-------------|
| 1. General Aggregate
<i>Except products-completed operations</i> | \$3,000,000 |
| 2. Products-Completed Operations
<i>Aggregate</i> | \$1,500,000 |
| 3. Personal and Advertising Injury
<i>Per person/organization</i> | \$1,500,000 |
| 4. Each Occurrence
<i>Bodily injury and property damage</i> | \$1,500,000 |
| 5. Property Damage Liability
<i>Including collapse and underground coverages. If blasting is to be used, also include explosion coverage.</i> | \$1,500,000 |

Automobile Liability

- | | |
|---|-------------|
| 1. Bodily Injury: | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| Property Damage: | |
| Each Accident: | \$1,000,000 |
| Or | |
| 2. Combined Single Limit
<i>Bodily injury and property damage:</i> | |
| Each Accident | \$2,000,000 |

Contractual Liability

- | | |
|--|-------------|
| 1. General Aggregate | \$3,000,000 |
| 2. Each Occurrence
<i>Bodily injury and property damage</i> | \$1,500,000 |

The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per claim and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
2. If the aggregate limits of liability indicated in CONTRACTOR insurance provided herein are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, CONTRACTOR shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this contract.
3. CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named "additional insured". This insurance shall provide coverage for not less than the following amounts:

Bodily Injury:

Each Occurrence	\$1,000,000
-----------------	-------------

Property Damage:

Each Occurrence	\$1,000,000
-----------------	-------------

Annual Aggregate	\$3,000,000
------------------	-------------

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. This insurance shall:
 1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, and ENGINEER'S Consultants, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written as Builder's Risk Insurance with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and water damage and be written in the completed value form.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the

Work, provided that such materials and equipment have been included in an Application for payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this section shall comply with requirements of GC-5.06C.

BID PROPOSAL FORM

The Town of Southington, herein called the Owner, acting by and through its Town Manager, for Proposed **“Environmental Hauling Services”**.

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

The only parties interested in this BID as Principals are named herein;

this bid is made without collusion: with any other person, firm, or corporation;

no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;

he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;

he understands that information relative to existing conditions, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the conditions, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the conditions, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;

and he understands that the quantities of grease and grit tabulated in this BID or indicated on the other Contract Documents are only approximate and are subject to increase or decrease as determined by the actual amount of grease and grit accumulated at the sewer plant and pump stations;

and he agrees that, if this bid is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the unit price applicable to each item of the Work as stated in the schedule below.

BID PROPOSAL FORM

Proposal to: Southington Town Hall, Office of the Town Manager
75 Main Street
Southington, CT 06489

I, _____ have received the contract documents,

1. BID Document # 2016-1031

2. Posted addenda (if any) numbered _____ thru _____, posted at www.southington.org
and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical services, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver material as specified:

		OT RATE
Vacuum Truck and Operator	\$ _____/per hour	\$ _____/per hour
Cost of Laborer	\$ _____/per hour	\$ _____/per hour
Disposal cost of Grease	\$ _____/per load	
Disposal cost of Grit	\$ _____/per ton	
Fuel Surcharge (if necessary)	\$ _____per gallon	

- Final disposal sites (two required)

Years in business _____

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

The Town of Southington reserves the right to award the bid with multiple items:

- A) To more than one bidder; based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- B) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- C) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

(SEAL) _____ L.S.
(Name of Bidder)

By _____
(Signature and title of authorized representative)

(Business address)

(City and State)

Date

The required names and addresses of all persons interested in the foregoing BID, as Principals, are as follows:

END OF SECTION

AGREEMENT
TOWN OF SOUTHTON, CONNECTICUT
ENVIRONMENTAL HAULING SERVICES
CONTRACT 2016-1031

THIS AGREEMENT is dated as of this _____ day of _____ in the year 2016 by and between the Town of Southington, Connecticut acting by and through the Town Manager, duly authorized therefore, acting herein solely for said Town and without personal liability to the Town, (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 ENGINEER

The SUPERINTENDENT OF THE WATER POLLUTION CONTROL FACILITY (WPCF) who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents is the Town of Southington, WPCF.

ARTICLE 3 CONTRACT TIMES

The Work for this contract shall commence within ten (10) days and work shall proceed uninterrupted until complete. The term of this contract shall be one (1) year, renewable up to 5 years by mutual agreement subject to a COLA not to exceed 3% annually.

ARTICLE 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stipulated in the CONTRACTOR'S BID attached to this Agreement.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit monthly bills for Payment to the Superintendent of the WPCF.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."

- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all physical conditions in or relating to existing surface structures at or contiguous to the site (except Underground Facilities) which have been identified in the contract documents. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid.
- 7.4 This Agreement.
- 7.5 Details and Specification Sheets herein.
- 7.6 Addenda numbers _____ to _____, inclusive.
- 7.7 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

ARTICLE 8 MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney's Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor.

Language assistance now included in the bids and contract says if any prospective contractor requires any assistance for language purposes, please contact:

Spanish: Ralph/Aida Diaz at 860-276-8875

Polish: Walter Kizilski at 860-621-2155

Italian: Tina Riccio at 860-621-9148

- 8.5 It is the policy of the Town of Southington to provide equal employment opportunities without consideration of race, color, religion, age, sex, marital status, national origin, genetic information, past/present history of mental disability, ancestry, mental retardation, learning or physical disabilities including but, not to limited to blindness, sexual orientation, political belief, or criminal record, unless the provisions of Section 46a-60(b), 46a-80(b), and 46a-81(b) of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups. This policy applies to all aspects of the employer/employee relationship including, but not limited to, recruitment, hiring, referrals, classifying, advertising, training, upgrading, promotion, benefits, compensation, discipline, layout and terminations.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER – TOWN OF SOUTHTON

Garry Brumback, Town Manager

CONTRACTOR

By_____

(CORPORATE SEAL)

Attest:_____

Address for giving notices:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Approved as to Form

Mark Sciota, Deputy Town Manager/Town Attorney

TOWN OF SOUTHLINGTON
NEW VENDOR DISCLOSURE STATEMENT

**Required within Bid (For Bidders who have not worked with the
Town of Southington within the last three years).**

(Please provide additional sheets as necessary to answer any of the following questions.)

APPLICANT: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____ PHONE: _____ FAX: _____

1. Please check appropriate organizational structure:

_____ Corporation	_____ Other
_____ Partnership	_____ Sole Proprietorship

2. If a corporation, answer the following:

a. Date of incorporation _____
b. State of incorporation _____
c. List Board of Directors and Titles: _____

3. If a sole proprietorship or partnership, answer the following:

a. Date of organization: _____
b. Name and address of all partners: _____

c. If partnership (state whether general or limited): _____

4. How many years has your organization been in business? _____

5. How many years has your organization been in business under it's present business name? _____

6. Under what other, or former, names has your organization operated?

7. If other than a corporation, sole proprietorship, or partnership describe organization and name principals:

8. List states and categories in which your organization is legally qualified to do business.

9. List the service/products normally performed/sold by your company:

10. Name(s), address (es) and phone number(s) of municipalities, corporation(s) or any other business entities which the Town of Southington may contact as a business reference:

11. Please list bank references: _____

12. Is your corporation or business currently on the pre-approved bidders list for the State of Connecticut? _____

If yes, please list categories under the State of Connecticut list for which you are pre-approved:

The undersigned swears that the foregoing statements and attachments which includes _____ pages, are true and correct and includes all material information necessary to identify and explain the operations of

(Name of Organization)

as well as the ownership thereof. It is recognized and acknowledged that statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract and/or prequalifications and for initiating action under Federal or State laws concerning false statements. Further, it may prevent the said firm from participating in future contracts with the Town of Southington.

Signature of Owner, Officer, President,
Chief Executive Officer

Name/Title Date

**TOWN OF SOUTHLINGTON
NEW VENDOR FORM**

For Finance Department Use

Vendor #: _____

Date set up in system: _____

Vendor Name: _____

Business Address:

Street _____

City _____

State/Zip _____

Phone _____

Fax _____

Remit To (if different than *Business Address*)

Street _____

City _____

State/Zip _____

☐ **Attached W-9**

Vendor Number Requested By: _____

**General Description of
items/services being purchased:**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,
NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII. The labor commissioner shall receive and investigate or cause to be investigated complaints

by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.

3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to

prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill

Governor

Filed this 16th day of
June, 1971.

Harry Hammer

Secretary Of The State

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II. Every contractor and subcontractor having a contract with the state or any of its agencies,

boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order. Dated at Hartford, Connecticut, this 15th day of February 1973. *Thomas J. Meskill*, Governor

DETAILED SPECIFICATIONS

1. GENERAL

- 1.1 The Town of Southington Water Pollution Control Facility is seeking Bids for the transportation and disposal of grit and grease generated at its Water Pollution Control Facility (WPCF) located at 999 Meriden Waterbury Turnpike, Plantsville, Connecticut, and pump station at various locations throughout town.
- 1.2 Any technical questions regarding this bid shall be made **in writing** (e-mail acceptable) and directed to Mike Finoia, Water Pollution Control Superintendent, 999 Meriden Waterbury Turnpike, Plantsville, CT 06479; finoiam@southington.org (Phone 860-628-8530) between the hours of 8:30-2:30 p.m. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.southington.org. The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**
- 1.3 It is the intent of the Town to enter into a (1) one year agreement, renewable up to 5 years, with the successful bidder, starting when the contract documents are signed. The agreement shall be extended and continue in force for the following and each successive year unless terminated by the Town in writing with Ninety (90) days' written notice.
- 1.4 Bidder shall provide a list of a minimum of four (4) references, with similar scope of services performed. Include with submittal of bid.

2. SCOPE OF SERVICES

- 2.1 The material is classified as grease and grit from the plant, related pump station tanks and wells.
- 2.2 The successful Contractor shall be a Federal and State environmental approved hauling contractor. The Water Pollution Control Facility requires the Contractor to have a specialized high vacuum lift body, and tank truck with a 4,000 gallon capacity that can provide heavy-duty suction over long horizontal runs and to greater depths than a conventional vacuum type truck.
- 2.3 Upon award of the bid, the WPCF will contact the Contractor to establish dates and times as to when specific services are required. Once a date has been established, the Contractor is expected to render prompt service. The Contractor must be able to supply 24-hour emergency service if required.
- 2.4 The successful Contractor will vacuum grease and grit from the plant, related pump station tanks and wells. The Contractor shall haul the waste to an approved disposal site.
- 2.5 The Town of Southington requests two (2) final disposal sites from the Contractor with their proposal. The Contractor will be responsible for obtaining a hauling manifest to the Town of Southington.
- 2.6 All State Department of Transportation (DOT) and local hauling regulations shall be in compliance by the hauler.
- 2.7 The Contractor will ensure prompt service when required, and shall be available for emergency calls in the event of higher waste generation due to storms or other unanticipated events.

- 2.8 All drivers for the hauling Contractor shall have proper credentials for hauling and handling of the proposed waste, and be prepared to handle emergencies.
- 2.9 Prospective bidders shall inspect the existing conditions in order to ascertain the project scope.
- 2.10 The Town of Southington reserves the right to award the bid with multiple items:
- To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - And may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- 2.11 The Town reserves the right to accept or reject bidders in whole or in part.
- 2.12 Normal work hours for grit and grease loading shall be Monday through Friday, 7:30 a.m.—2:30 p.m., unless other arrangements are made.
- 2.13 Town does not have an onsite flow meter for loading of tankers. Vendors shall provide alternate method insuring quantity loaded for each load. Bidder shall provide certification of tankers' capacities.
- 2.14 Bidder shall be responsible for all spills due to negligence or equipment failure; cost of cleanup is that of the Bidder.

3. PAYMENT

- 3.1 Payment shall be made within thirty (30) days upon receipt of a written invoice submitted to the Town of Southington / Water Pollution Control Facility, 999 Meriden Waterbury Turnpike, Plantsville, CT 06479, to the attention of Mike Finoia, Superintendent. Payment shall be determined by multiplying the contract price times the number of units transported by the contractor during the prior calendar month.

4. TERMINATION OF CONTRACT

- 4.1 The Town of Southington Water Pollution Control Facility, upon ninety (90) business days' written notice to the hauler may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement. In such case, the hauler is paid for all work executed prior to agreement termination.
- 4.2 The hauler, upon ninety (90) business days' written notice to the Town may, without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement. In such case, the hauler is paid for all work executed prior to agreement termination.